

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**CITY OF CENTRAL FALLS**  
**AND**  
**LOCAL 1485, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,**  
**AFL-CIO**  
**NOVEMBER 23, 2011 TO JUNE 30, 2016**

W2156-9

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## **INTRODUCTION**

This agreement is entered into as of the 23rd day of November, 2011, by and between the City of Central Falls (hereinafter referred to as “City” or “Employer”) and the International Association of Fire Fighters, Local 1485, AFL-CIO (hereinafter referred to as “Union” or “I.A.F.F.” or “Local 1485”). This Collective Bargaining Agreement (hereinafter referred to as “Agreement”), is entered into pursuant to the authority granted by *Rhode Island General Laws Title 28, Chapter 9.1, et seq.* known as the *Fire Fighters’ Arbitration Act*, as amended.

## **PREAMBLE**

The purpose of the City and the Union entering into this Labor Agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations with the employees, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort. The representatives of the City and the Union shall provide each other with advance notice, as is reasonable under the circumstances on all matters of importance in the administration of the terms of the labor agreement, including the changes or innovations effecting the relations between the parties.

## **ARTICLE 1**

### **RECOGNITION**

The City recognizes Local 1485 as the exclusive bargaining agent for all uniformed employees up to and including the rank of Deputy Chief in the Central Falls Fire Department for the purpose of collective bargaining relative to wages, salaries, hours and working conditions.

The words "member", "member of the bargaining unit", "employee", "officer", "fire fighter", "private" and/or "personnel" (or the plurals thereof) when used in this Agreement shall include all of the personnel described in the preceding paragraph, excluding however, the Chief of the Fire Department.

All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

**Section 2.** The employer agrees not to enter into any agreements or contracts with its employees covered by this Agreement, individually or collectively to negotiate or bargain with them. There shall be no individual agreements with employees covered by this Agreement and any such agreements or contracts shall be null and void.

## **ARTICLE 2**

### **UNION SECURITY**

**Section 1.** All present employees within the bargaining unit, shall, upon the effective date of this Agreement, and all employees hired into the bargaining unit, shall, upon completion of their

probationary period after their date of hiring, become and remain members of the Union in good standing as a condition of employment.

### **ARTICLE 3**

#### **PAYROLL DEDUCTION OF UNION DUES**

**Section 1.** The City agrees to deduct from the wages of each employee, who authorized the City to do so, such initiation fees, assessments, and weekly dues as the Union shall designate, and shall be remitted directly to the Secretary-Treasurer of Local Union 1485. The City of Central Falls shall forward to the Secretary-Treasurer of Local 1485 such initiation fees, assessments, and dues deductions no later than the twentieth (20th) day of the month following the month of deductions.

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise), and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

### **ARTICLE 4**

#### **DECLARATION OF PRINCIPLES**

There shall be no discrimination by the Union or the City against any employee because of race, creed, color, national origin, gender, sexual orientation or Union membership. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotions or training, recognizing that the public interest requires the full

utilization of an employee's skill and ability without regard to consideration of race, creed, color, national origin, gender, sexual orientation or Union membership.

## **ARTICLE 5**

### **STABILITY OF AGREEMENT**

No agreement, understanding, alteration or variations of the terms and provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure of the City or Union to insist in any one or more instances upon performance of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the City or the Union to future performance of any such terms or conditions, and the obligations of the Union and the City to such future performance shall continue in full force and effect.

## **ARTICLE 6**

### **DUTIES**

**Section 1.** The duties of the members of the Central Falls Fire Department shall consist of: the protection of life and property; the prevention, control and extinguishment of fire; emergency medical services and hazardous materials responses; the enforcement of all laws and regulations related to fire prevention and public health and safety; such other auxiliary, administrative and service functions as presently performed as may be necessary or advisable for the public safety and welfare of its citizens.

The parties further agree that emergency dispatching shall not be performed by bargaining unit members except for the provision in the Response of off duty Personnel to Incidents policy dated December 20, 2006.

**Section 2.** The City agrees that the members of the Central Falls Fire Department whose duties are outlined in Section 1 above shall not be detailed to other departments of the City unless on a voluntary basis of the individual fire fighter.

All new Fire Fighters hired after July 1, 1997, must possess an EMTA Certificate in accordance with the requirements set forth above, and must maintain that certificate as a condition of employment.

Commencing July 1, 2005, after the completion of their six (6) month probationary period, it shall be compulsory for a new employee to take and successfully complete the EMTC Training Program, as mandated by the State of Rhode Island and maintain his EMTC certification for as long as he remains one of the bottom sixteen (16) members on the Fire Department's seniority list in accordance with this Agreement as a condition of employment. Any employee, who fails to qualify as an EMTC after taking the EMTC course twice, shall be subject to termination. Said course should be taken and completed as soon as reasonably possible. The necessary books and tuition costs will be borne exclusively by the City. Attendance on a regular duty day will be authorized with regular compensation and without replacement requirement. Attendance on a non-duty day, which may be mandatory to complete the course, shall not be compensated for by the City.

**Section 3. Emergency Medical Technician Re-certification**

The City shall provide Emergency Medical Technician Re-certification at the Basic and Cardiac Level at no cost to all employees. All employees will be afforded the opportunity of two (2) chances to successfully complete the above-mentioned training. Employees will not receive extra compensation for attending re-certification.

**ARTICLE 7**

**LIGHT DUTY**

When a firefighter has been certified by the employee's physician or the City's physician, who has been chosen by the Chief Executive or his/her designee, as capable of performing light duty as a result of an injury or illness on or off the job, the City, consistent with its needs and in its best interest, shall assign such firefighters to light duty in the department, while they are recovering from their injury or illness in an attempt to return to full firefighting duties or other normal duties subject to the provisions of the Collective Bargaining Agreement. Duties may consist of dispatcher, fire prevention duties or other duties consistent with the injury or illness and shall be assigned on a first-out first-in basis.

Personnel wholly or partially incapacitated by reason of injury or illness contracted in the performance of their duties, and certified to perform light duty according to this light duty provision will remain on such duty subject to the provisions of Article 18, Section 1 and any other Article and/or Section that may apply.



Employees who are on light duty assignment will not be counted as part of minimum manning. Light duty assignments shall not exceed forty-two (42) hours per week.

Employees on light duty shall be allowed to attend any scheduled doctor's appointments, therapy, tests, and any other necessary appointments related to the injury or illness during their scheduled hours of work, with regular compensation and without replacement requirement. The employee will continue to receive salary and benefits in accordance with the terms of the Agreement. The City nor the employee will use light duty as a permanent solution or position.

The City or the employee reserves the right to have said employee examined at any time to determine whether the employee is fit to return to full duty or remain on light duty. In the event that the City's physician and the employee's physician opinion differ, the two (2) physicians shall select a third physician, whose expertise is in the field of the injury or illness, to conduct an examination and render an opinion as to the fitness of the employee to return to full or light duty. The recommendation of the third physician shall be binding on the parties.

If during light duty a physician specializing in the field of injury or illness, who has been chosen by the Chief Executive or his/her designee, and the employee's physician agree that the employee has reached maximum medical improvement and with a reasonable degree of medical certainty will not be able to return to either full firefighting duties or other normal duties, the employee will be processed for retirement eligibility and determination by the Pension Board and the City Council. This paragraph shall not reduce or increase in any way the time period of

eighteen (18) months and thirty (30) days as set forth in Article 18 of the Collective Bargaining Agreement.

**ARTICLE 8**

**SALARIES**

**Section 1.** The salary schedule listed below shall be in effect for the City of Central Falls Fire Department employees covered by this agreement for the Fiscal year beginning July 1, 2012 through June 30, 2016.

<b><u>RANK</u></b>	<b><u>7/1/2012 (2.5%)</u></b>	<b><u>07/1/2013 (2.9%)</u></b>	<b><u>07/1/2014 (2.4%)</u></b>	<b><u>07/1/2015 (2.3%)</u></b>
Pvt. (Probationary - 1 Year)				
	765.34	787.53	806.43	824.98
Pvt. (2nd Class - 1 Year)				
	784.51	807.27	826.64	845.65
Pvt. (1st Class)	884.87	910.53	932.39	953.83
Lieutenant	946.81	974.27	997.65	1020.60
Captain	1013.09	1042.47	1067.49	1092.04
Batt. Chief	1084.02	1115.46	1142.23	1168.50
Dep. Chief	1159.90	1193.54	1222.18	1250.29

(A) The Fire Department Mechanic and the Superintendent of Fire Alarms shall receive Forty (\$40) Dollars per week more than the rank such employee holds.

(B) A position of Assistant Fire Alarm Superintendent will be compensated at the rate of Twenty (\$20) dollars per week more than the rank such employee holds.

(C) There shall be the position of Rescue Coordinator who must be as a minimum requirement an EMTA and shall be paid Forty (\$40) Dollars per week in addition to his base pay.

(D) There shall be no less than a seven percent (7%) differential between ranks starting with the position of Private First Class up to and including the rank of Deputy Chief. The intent of this Section in regards to temporary service at a higher rank, is to ensure that any firefighter serving temporarily at a higher rank shall be paid seven (7%) percent more than their base salary while serving at the higher rank.

(E) The City will have the option to convert to a biweekly payroll system.

**Section 2.** Any member of the Central Falls Fire Department temporarily assuming the duties and responsibilities of a higher rank, for whatever reason(s), provided the duties and responsibilities are greater than the rank he now holds, shall receive the pay commensurate with the increased duties and responsibilities of the higher rank. Said fire fighter shall be entitled to such pay beginning the first day served and payable on the payday following the day(s) served.

**Section 3. Longevity.** In addition to the salaries set forth in Section 1 above, there shall be paid to each employee covered by this Agreement a longevity payment in accordance with the schedule hereinafter set forth. Commencing June 30, 1978, the longevity payment will be included in each employee's holiday pay and in addition it shall be added to his annual salary for retirement purposes. The annual longevity payment shall be due and payable within thirty (30) days after the employee's anniversary date of employment.

**LONGEVITY SCHEDULE**

YEARS OF SERVICE	AMOUNT
Under Four (4) Years:	\$0
Four (4) to Eight (8) Years:	\$1,500
Nine (9) to Fourteen (14) Years:	\$2,000
Fifteen (15) to Nineteen (19) Years:	\$2,500
Twenty (20) Years and Longer:	\$3,000

**ARTICLE 9**

**HOURS, SUBSTITUTIONS, OVERTIME AND NON-CIVIC DETAILS**

**Section 1. Hours.** The regular work schedule for members of the Fire Department shall be a total of forty-two (42) hours per week. The work week shall be based on an eight (8) day cycle and shall consist of four (4) platoons each working twenty-four (24) hours on, followed by twenty-four (24) hours off, followed by twenty-four (24) hours on, and followed by one hundred twenty (120) consecutive hours off. The shifts shall begin at 0700 hours and end the following 0700 hours. The Deputy Chief of the Fire Department shall work a total of 42 (Forty-Two) hours per week (Monday through Friday from 7:30am to 4:00pm)

**Section 2. Substitutions.** The right to substitute at any time shall be permitted; provided, however, that permission to substitute on a ten (10) hour shift, or a fourteen (14) hour shift must be obtained from the affected platoon's Battalion Chief, or in his absence, the next in line of command of the affected platoon.

If a substitution is arranged or authorized and the employee, who is owed the time resigns, retires or dies, the City will not be responsible for compensating that individual for the hours lost.

**Section 3. Overtime.** All employees of the Fire Department who are required to work in excess of forty-two (42) hours per week shall receive overtime pay at the rate of one and one-half (1 1/2) their regular rate. Members will receive overtime only after forty-two (42) hours of actual work. Overtime shall be filed in ten (10) and fourteen (14) hour shifts with the exception of short callbacks. In the event an employee is called in to perform such work, he shall be guaranteed a minimum of three (3) hours pay at the overtime rate: employees are required to work the full three (3) hours unless released by the officer in charge to receive the full three (3) hours pay; if any employee elects, with permission of the officer in charge, to leave prior to the conclusion of three (3) hours, they shall be paid for only the time worked; provided, however, that the three (3) hour guarantee shall not apply to call-in-time prior to the start of the employee's shift, when such time worked is less than the time worked up to his normal starting time.

With respect to non-fire duty or non-emergency work, overtime shall be rotated among employees involved starting with the senior man in service.

**Section 4. Non-Civic Details.**

A. Where an employee covered by this Agreement is assigned to a detail of a non-civic nature, any such employee shall be paid for by the individual corporation or organization

for whom the member is working at the rate set by the Union. The employee engaged shall be compensated at a minimum of four (4) hours. Any non-civic detail that is worked on a holiday recognized by this contract (plus Christmas Eve and New Year's Eve) shall be compensated at twice the normal detail hourly rate. Any non-civic detail that is requested less than four (4) hours prior to the start of the detail shall be considered an "emergency detail" and will be compensated at twice the detail hourly rate.

B. Whenever an employee assigned to a detail is injured in the course of such detail, he shall be compensated by the City in accordance with Section 45.19.1 of the General Laws of the State of Rhode Island, 1956, as amended.

**Section 5. Department Uniforms.** Employees on the Fire Department shall not be required to wear their Fire Department uniform to and from work. However, employees of the Fire Department shall be required to wear their uniforms while on duty. The uniform policy shall only be altered if both parties agree.

**Section 6. Compensation Time.** Members shall have the option of receiving compensatory time off in lieu of overtime pay. Comp time shall accrue at 1 ½ times the overtime hours worked. Leave shall be granted by seniority within the platoons and may not result in overtime premiums. Accrued compensation time will not be paid out upon retirement or termination. Accrued compensation time can be carried over into the following year up to a maximum of 192 hours.

## **ARTICLE 10**

### **SENIORITY**

**Section 1. Seniority.** Seniority shall be defined as the total length of service within the Central Falls Fire Department and shall be broken when an employee terminates voluntarily, is discharged for just cause, or exceeds an authorized leave of absence. The parties recognize that promotional opportunity, job security in the event of promotions and decrease of forces and recalls after a reduction in forces shall increase in proportion with the length of continuous service. In the administering of this Article, the intent will be that wherever practical, full consideration shall be given seniority in such cases.

**Section 2. Rank Seniority.** With respect to privates, seniority shall be determined by length of service within the Fire Department. With respect to officers, seniority shall be determined by length of time in the particular officer's rank.

- (a) Seniority shall prevail with respect to days off, holidays, vacations, and vacancies.
- (b) Transfers due to vacancies caused for any reason within the Fire Department shall be done by seniority. However, a period of seven (7) days shall be allowed for employees to bid on the vacant position and the Chief Executive or his/her designee shall use seniority as the factor in the selection of a person to fill the vacancies. In notifying employees of the vacancy, the Chief Executive or his/her designee shall post a notice on the bulletin boards and the seven (7) day period herein before referred to shall commence to run from the date of the posting of such notice. Members interested in bidding the position shall notify the City Executive or his/her

designee in writing. In the event no member bids a position, it will be given to the person with the least amount of seniority that is qualified.

(c) In the event that more than one private went on the payroll of the Fire Department on the same day, seniority shall be determined between said privates by drawing lots for seniority.

When more than one Officer is appointed to the same rank on the same day, seniority shall be determined by the length of time in service in the Fire Department.

Employees hired after July 1, 1997, in the event one or more employees are appointed on the same date, seniority will be determined by the score received on the written Fire Fighter examination.

(d) A permanent and up-to-date seniority list shall be posted and maintained on the Bulletin Board at the Fire Department Headquarters for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

(e) The City also agrees to furnish to the Local and maintain an up-to-date seniority list, a copy of which is posted on said Union Bulletin Boards.

(f) All vacations in the Department shall be granted by seniority in the Department within the platoons.

(g) All positions or assignments or opportunities other than the employee's regular duties shall be given out by seniority to those employees who are qualified. If no employee selects the position, the employee with the least amount of seniority who is qualified shall be placed into the position.



## **ARTICLE 11**

### **PROMOTIONS AND VACANCIES**

#### **Section 1. Promotions.**

The senior most person on the appropriate certified promotional list will be the individual selected for promotion to the rank of Lieutenant, Captain, Battalion Chief, and Deputy Chief. Written examinations will be given to permit an adequate evaluation of the degree of achievement and preparation for the rank involved, and each candidate will be graded so that a possible score of one hundred (100) points may be obtained. A written examination will be given with 100 questions consisting of multiple choice questions in accordance with Article 10 Section 2-c for each testable rank. Effective July 1, 2001, Fire Fighters who score at least sixty-five (65%) percent on the written portion examination will then be placed on the promotion list according to seniority. In the event no firefighter obtains a sixty-five (65%) percent or higher on the written examination, the City will retest the same applicants immediately after a sixty (60) day period subject to testing material availability. Vacancies that occur after the expiration or depletion of the affected promotional list shall be filled only upon completion of the retest process which yields a candidate who obtains a sixty-five (65%) percent or higher on the written examination. All examinations will be corrected at the conclusion of the examination with the individual taking the examination, a representative of the City and a non-test taking member of Local 1485's executive board.

Upon promotion, a Fire Fighter shall serve a six (6) month probationary period before being permanently assigned to the position. The Fire Fighter will be evaluated during these six (6) months by the Deputy Chief or his designee on a bimonthly basis. A promoted Fire Fighter may be removed during such probationary period for just cause.

**Section 2.** Human Resources shall, at least sixty (60) days before any promotional examination, notify the employees by posting the time, place, and date of examination on the Fire Department Bulletin Boards. Such notice shall contain the source of all materials from which the written examination will be taken. A maximum of four (4) source books and the percentage of testing material taken from each book will be contained in such notice.

**Section 3. Promotional Lists**

There shall be promotional lists in effect at all times for each promotional rank. Such promotional list shall be established in accordance with the promotional examination procedure set forth in this Collective Bargaining Agreement and the City Charter and Ordinances. All promotions shall be made within thirty (30) days of the vacancy. Should a promotion create additional vacancy(s) within the ranks, these additional vacancies shall be filled on the same date as the original vacancy.

Each promotional list shall remain in effect for a period of two (2) years.

**Section 4. Vacancies.** Beginning September 1, 1978 all present and future permanent vacancies, other than those created by the provision of Article 18, Section 1, shall be filled by new

personnel or by present personnel on an overtime basis within ninety (90) days of the occurrence of the vacancy.

## **ARTICLE 12**

### **HOLIDAYS**

**Section 1.** Employees covered by this Agreement shall be granted an additional one (1) day's pay computed at the rate of one-quarter (1/4th) of the employee's weekly salary for each of the following holidays, paid to each member on the first pay period in December of the relevant calendar year:

Memorial Day	Easter
Firemen's Memorial Sunday	Independence Day
Victory Day (VJ Day)	Labor Day
Columbus Day	Veteran's Day
Thanksgiving	Day after Thanksgiving
Christmas Day	New Year's Day

**Section 2. Holidays on Scheduled Days Off.** Should any of the holidays recognized above fall on employee's scheduled day off, such employee shall not be deprived of his holiday pay.

**Section 3. Holidays During Vacation Periods.** Should any of the holidays recognized by this Agreement be celebrated during a vacation period, particular employees affected shall be entitled to, in addition to his vacation pay, an additional day's pay, as computed in Section 1 above.

**Section 4.** If a member is on suspension during that period, he shall forfeit his right for holiday pay during that period only.

### **ARTICLE 13**

#### **VACATION**

**Section 1.** All vacations in the department and choice of vacation shall be granted by seniority in the department within the platoons. Vacation days shall be allowed to be split into ten (10) or fourteen (14) hour shifts.

(a) All members of the bargaining unit who have been continuously in the employ of the City for at least one (1) year but not more than five (5) years shall be entitled to an annual vacation of ten (10) working days, with pay.

(b) All members of the bargaining unit who have been in the employ of the City for a period of five (5) years but not more than ten (10) years shall be entitled to an annual vacation of fifteen (15) days.

(c) All members of the bargaining unit who have been in the employ of the City for a period of ten (10) years but not more than fifteen (15) years shall be entitled to an annual vacation of eighteen (18) days.

(d) All members of the bargaining unit who have been in the employ of the City for a period of fifteen (15) years or more shall be entitled to an annual vacation of twenty (20) days.

(e) There shall be no more than two (2) employees per platoon on vacation at any given time except with permission of the Deputy Chief or the highest ranking officer of the Fire Department.

(f) Commencing on January 1, 2012, vacation pay will accrue each year on January 1st. Up to five (5) vacation days may be carried over from one year to the next. Accrued vacation time will be paid out upon termination of employment.

**Section 2. Personal Day.** Each member shall be entitled to one (1) paid personal day per calendar year provided at the time of scheduling it does not result in overtime.

## **ARTICLE 14**

### **LEAVE OF ABSENCE**

**Section 1. Performance of Union Duties.** Members of Local Union 1485, International Association of Fire Fighters, AFL-CIO, may be allowed reasonable time off for official union business without loss of pay. There is no requirement that these individuals have to make up this time. Also, sufficient time off during working hours shall be allowed members of Local Union 1485 to settle grievances as outlined in the grievance procedure without loss of pay and without the requirement of makeup time. Local 1485 shall be granted the use of a room within the fire station to be used as an office and meeting room. This room shall be allowed to be under lock and key.

**Section 2. Bereavement Leave.** Up to five (5) consecutive days of bereavement leave with regular pay shall be granted in the event of the death of a member's spouse or domestic partner, grandparent, parent, step-parent, sibling, child, step-child, or grandchild.

Up to three (3) consecutive days of bereavement leave with regular pay shall be granted in the event of the death of a member's niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Up to one (1) day of bereavement leave with regular pay shall be granted in the event of the death of a member's aunt, uncle, cousin or spouse's or domestic partner's grandparent.

**Section 3. Jury Duty.** Each employee called for jury duty will be paid at their regular rate of pay for up to five (5) days of actual jury service per calendar year.

## **ARTICLE 15**

### **SICK LEAVE**

**Section 1.** All employees covered by this Agreement listed herein shall accrue sick leave at the rate of one (1) working day for each calendar month of service. This time shall be computed from the date of initial employment of the City of Central Falls Fire Department and will be granted for the following reasons: Personal illness or physical incapacity to such extent as to be rendered thereby unable to perform the duties of his position or enforced quarantine, when established by the Department of Health, a physician, or other competent authority for a period of such quarantine only.

**Section 2.** Holidays and regular days off shall not be counted in computing sick leave. Also, on the job injury shall not be chargeable against the accrued sick leave and no loss of pay shall result from the time lost due to on the job injury.

**Section 3.**

(a) Any sick days on the books as of August 1, 2011 will continue to be carried forward. As of August 1, 2011, the maximum number of accrued sick days that may be carried forward will be one hundred twenty (120).

(b) Sick days will not be paid out upon termination of employment or retirement.

**Section 4.** Any employee of the Labor Group who, because of personal illness, physical or other medical condition not related to an occupational injury, shall be absent from duty, shall submit, not less than monthly, a disability certificate, signed by a qualified physician, stating the nature of the illness and the duration the employee will be absent, medical clearance may be required by the City prior to an employee returning to work.

**Section 5.** Any employee of the Labor Group who is injured while performing his duties, shall be required to submit not less than monthly, a disability certificate, signed by a qualified physician stating the nature of the injury and the duration the employee will be absent.

**Section 6.** Under no circumstances shall any employee be allowed to return to work from a work related injury until medical clearance is presented.

Notwithstanding the preceding paragraph, however, the City reserves the right to send the employee to a physician for a fit-for-duty examination and certificate prior to returning to work. The full cost of which will be borne by the City.

**Section 7.** When an employee is absent for more than four (4) consecutive workdays or after having more than ten (10) workdays of sick leave with pay during a calendar year, the Deputy

Chief of the Department may require a physician's certificate or other satisfactory evidence in support of the request. The employee may submit a certification from his own physician at his own expense or may elect to be examined by a City-approved physician, such examination to be paid by the City.

**Section 8. Sick Leave Incentive.** Any employee of the Labor Group, who during the preceding year, has not had any absences due to normal illness of not more than one (1) day, shall be entitled to three (3) days' pay within thirty (30) days of the close of the fiscal year and each days' pay shall be equal to one fifth (1/5th) of the weekly base pay.

## **ARTICLE 16**

### **CLOTHING ALLOWANCE AND PROTECTIVE GEAR**

**Section 1. Uniform Allowance.** The City of Central Falls agrees to pay each uniformed employee covered under this Agreement One Thousand Dollars (\$1,000.00) per year as a uniform allowance, and shall be paid on the first pay period in April of each year.

**Section 2. Protective Gear.** In addition to the foregoing clothing allowance, the City of Central Falls shall provide to each uniformed employee requisite protective gear which meets the safety standards of Occupational Safety and Health Association (O.S.H.A.) and the National Fire Protection Association (N.F.P.A.) and shall reissue such gear when the parties determine that it is worn, damaged or no longer affords necessary protection.

**Section 3.** All new employees shall be fitted for new protective gear within thirty (30) days of date of hire.



**Section 4.** The cost of any change in uniform will be borne wholly by the City, unless such change is initiated by the Union.

## **ARTICLE 17**

### **HEALTH AND DENTAL INSURANCE**

**Section 1.** The City shall provide each member with a medical plan design no less than the benefit level, service level and general network level to the plan in place as of the date of this Agreement. It will include: Twenty Dollar (\$20.00) primary care office visits, Thirty Dollar (\$30.00) specialist visits and One Hundred Fifty Dollar (\$150.00) emergency room co- payments.

**Section 2.** The City shall also provide a dental benefit design no less than the benefit level, service level and general network level to the current custom dental plan in place with Delta Dental.

**Section 3.** The City will also provide a Health Reimbursement Account which will cover a portion of the deductible in place as of the date of this agreement (including the full year adjustment effective January 1, 2012) as set forth in the HRA Application dated August 1, 2011.

**Section 4:** The employee contribution will equal twenty (20) percent of the premium for health and dental insurance.

**Section 5: Health Insurance for Retirees.** Retirees will be eligible for individual health plan coverage up to the age of 65 under the same plan terms and contribution levels provided to active members under the Agreement (not inclusive of the HRA). Family coverage will be made

available to said retirees provided they pay all cost differences between individual coverage and family coverage.

## **ARTICLE 18**

### **PERFORMANCE OF DUTIES**

**Section 1. Injury or Illness In The Line Of Duty.** Whenever an employee covered by this Agreement shall be wholly or partially incapacitated by reason of injuries received or illness contracted in the performance of their duties, the City shall, during the period of such incapacity, pay said employee the salary or wage and benefits to which he would be entitled had he not been so incapacitated in accordance with R.I. Gen. Laws § 45-19-1 *et seq.*, as amended.

The City reserves the right to send the employee to a physician for a fit-for-duty examination and certificate prior to returning to work. The City paying the full cost of the examination.

Those employees who remain away from their regular employment as a Fire Fighter for any of those reasons stated above in this Section shall, at the expiration of eighteen (18) continuous months, return to duty within thirty (30) days thereafter or shall be deemed physically unfit for duty and therefore shall be placed on disability retirement within sixty (60) days thereafter. Any employee can at any time during this eighteen (18) month period request a disability retirement if said employee's physician and the City's physician agree that the firefighter will be unable to return to his normal duties as a firefighter. In the event that the City's physician and the employee's physician differ, the two (2) physicians shall select a third

physician whose expertise is in the field of the injury or illness, to conduct an examination and render an opinion as to the fitness of the employee to return to duty. The recommendation of the third physician shall be binding on the parties. Those employees, who are found to be disabled, shall be placed on disability retirement within sixty (60) days from the date that the third physician concurs with either the City's physician or the employee's physician and forwards an opinion.

Employees who are placed on disability retirement as the result of a service connected disability shall be governed by Article 29 of this Agreement.

**Section 2. Death Benefits (Line Of Duty).** Upon the death of a fire fighter of the Central Falls Fire Department who has lost his life or incurred illness resulting in death, while in the line of duty as a fire fighter, the City shall pay one (1) year's salary to the widow, or in the case where there is no widow, said salary shall be paid to any surviving minor children. The City shall pay annually to the widow of a fire fighter who dies as a direct result of any injury suffered in the performance of his/her duties, starting in the second year following his death, a sum equal to two-thirds ( $66 \frac{2}{3}$ ) the salary the said fire fighter was receiving at the time of his death as long as said widow shall remain unmarried, or if there is no widow, until the minor children reach age eighteen (18). Payments will commence within sixty (60) days from the date of death. If a member is killed in the line of duty before their spouse becomes eligible for Medicare or other federally subsidized programs, the City will continue to provide the same health insurance coverage under the same terms as active members for said spouse and dependent children until

such time that the spouse may become eligible for such federally subsidized programs, and their dependent children attain the age of 26.

**Section 3. Hypertension.** Any member diagnosed with hypertension agrees to a six (6) month rehabilitation program to include the AMA best practices for hypertension including but not limited to medications, dietary and exercise programs as prescribed by a treating physician. The member agrees to continue to participate in the prescribed program and provide medical examinations and progress reports from the treating physician to the human resources director. If at the end of the six (6) month period of medically supervised rehabilitative protocols, the member continues to suffer from hypertension, and if in the opinion of the treating physician and City's physician further treatment would indicate a likelihood of success, the member shall continue with said medical directives and protocols for another period of six (6) months.

A member suffering from hypertension, which in the opinion of the member's treating physician and the City's physician, is capable of being controlled by medication, diet and/or exercise, shall be required to continue to work and shall not be eligible to receive a disability pension. If, however, in the opinion of the member's treating physician and the City's physician (or if there is disagreement among said physicians) that said member's hypertension cannot be controlled by medication, diet and/or exercise, then said member shall be entitled to apply for a disability pension in accordance with Article 29 of this Agreement. The determination of whether or not a member's hypertension is a service connected disability or non-service connected disability shall be made in accordance with Section 1 of this Article. In the event a

member with hypertension desires to remain in active service and there is a disagreement among the treating physician and the City's physician regarding the members ability to remain in active service, a third physician shall be selected by said physicians and that physician's opinion shall be binding.

## **ARTICLE 19**

### **GROUP INSURANCE PLAN**

**Section 1. Group Life Insurance Plan.** Group Life Insurance Plan The City agrees to provide a \$50,000 life and accidental death & dismemberment insurance program for all active members covered by this Agreement. There will be no cost to the employee for this benefit.

## **ARTICLE 20**

### **BULLETIN BOARDS**

**Section 1.** Appropriate Union Bulletin Boards will be provided for the purpose of posting information pertaining to the Union, seniority lists and notices of promotional vacancies.

**Section 2.** Appropriate Bulletin Boards will be provided for the purpose of posting information pertaining to vacancies, positions, opportunities, especially those pertaining to Article 10 Section 2 (G).

## **ARTICLE 21**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** The purpose of this Article is to provide opportunity for discussion of any request or complaint and to establish procedure for the processing and settlement of grievances.

**Section 2. Grievance Procedure.** For the purposes of resolving alleged grievances of members of the Central Falls Fire Department, the following grievance procedure is accepted by the City:

When a member feels that he has a grievance, he shall take the matter up in writing with the Officer in charge within fifteen (15) days of occurrence or knowledge thereof; if not settled, the grievance should then be presented to the Deputy Chief; and if not settled, the aggrieved member may present his grievance(s) to the Chief Executive or his/her designee.

Union representation may be present at any of the foregoing steps upon request of the aggrieved member.

In any case where the grievance has not been settled by the foregoing procedure, the member should, in writing, bring it to the attention of the Executive Committee of Local Union 1485, AFL-CIO. Said Executive Committee shall, within five (5) business days of the receipt of the grievance, arrange for the member to present his alleged grievance at a meeting of a majority of the Executive Committee.

If, in the judgment of the Executive Committee, the nature of the grievance justified further action, it shall, through the President of the Executive Committee of Local Union 1485, be presented to the Chief Executive or his/her designee. The Chief Executive or his/her designee shall meet with the President and the Board Members of Local Union 1485 within five (5) business days of receipt of the request from the President of the Local Union. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief Executive or his/her designee, the President of the Local Union and the

members of the Executive Committee of Local Union 1485 for the purpose of testifying on the grievance.

If an agreement cannot be reached via this method, then the President of the Executive Board of Local 1485 may request a hearing before the Chief Executive or his/her designee for final disposition of the grievance.

If no satisfactory result follows from the hearing, he may be referred to arbitration as hereinafter provided.

The executive board of Local 1485 reserves the right to file a grievance on behalf of any member or members.

**Section 3. Arbitration Procedure.** If an agreement cannot be reached via the method set forth in Section 2, Local 1485 shall file for arbitration, if the local so desires, of the grievance in accordance with the Arbitration Rules of the American Arbitration Association ("AAA") or the Labor Relations Connection ("LRC") not later than fifteen (15) business days from and after the last decision under Section 2.

In case a decision is not rendered within the time limit under Section 2, the grievance may proceed to arbitration under Section 3.

The decision of the Arbitrator shall be final and binding upon the parties hereto except that the Arbitrator shall not have the power to add to or subtract from the terms and conditions of this Agreement.

Nothing contained herein shall prohibit or prevent the Arbitrator from fashioning any remedy which he deems appropriate.

It is understood that in case of wrongful discharge or disciplinary action, the Arbitrator may order reinstatement of the employee with back pay and without loss of any rights, provided that the Union shall have submitted the grievance in accordance with the grievance and arbitration procedure provided herein.

In addition to the Grievance Procedure, Local 1485 shall have the right to bypass all of the step requirements in Section 2 and go directly to Section 3 with any grievance.

## **ARTICLE 22**

### **RULES AND REGULATIONS**

**Section 1.** All members of the Fire Department covered by this Agreement shall be furnished with a complete set of the revised Rules and Regulations governing the Fire Department.

## **ARTICLE 23**

### **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the City of Central Falls and the Union and its Successors and Assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in the administration or administrative procedure in the City of Central Falls or the Union.



**ARTICLE 24**

**SEVERABILITY**

Should any part hereof or any provision herein contained be in conflict with any ordinance, rule or regulation of the City, that part or portion of the ordinance will not apply and shall become null and void. In every instance in which a particular condition of employment is not specifically dealt with and covered by this Agreement, the ordinance, rule, or regulation governing or effective with regard to said condition of employment, as of the date of this Agreement shall remain in full force and effect.

**ARTICLE 25**

**AGREEMENT EFFECTIVE DATES**

**Section 1.** It is agreed that this Agreement shall be effective as of November 23, 2011 and shall remain in full force and effect through June 30, 2016 and from year to year thereafter in accordance with Rhode Island State Statute 28-9.1 thereafter unless it is replaced by a newly negotiated contract between both the City and Local 1485.

**ARTICLE 26**

**MANAGEMENT RIGHTS**

The City retains the right to issue rules and regulations governing the internal conduct of the Fire Department as provided by law; except as modified by the terms of the Collective Bargaining Agreement and the duly established past practices of the parties, in accordance with Rhode Island State Statute 28-9.27.

## **ARTICLE 27**

### **MANPOWER**

**Section 1. Manpower Per Platoon.** There shall be no less than a minimum of seven (7) Fire Fighters, which includes officers, but does not include the Deputy Chief of the Department on duty at all times on each platoon. Effective July 1, 2006 the Deputy Chief of the Department will be assigned to days and will not be counted as manpower for minimum staffing requirements.

**Section 2.** The total manpower for the Fire Department will be thirty-seven (37) Fire Fighters including the Deputy Chief of the Department. The makeup of the Department will be as follows:

- 1- Deputy Chief
- 4 – Battalion Chiefs
- 3 - Captains
- 9 - Lieutenants
- 20 - Privates

### **Section 3. Mutual Aid.**

A. Whenever Mutual Aid is given or received for more than one (1) hour, a minimum of three (3) Fire Fighters will be called back from off duty to man the station. In the event that the company(s) providing mutual aid to another community are sent directly to a scene to work, the callback of off duty personnel will start immediately. Call back will be in accordance with current policy.

B. The Incident commander of any incident shall have the right to call in all off duty fire fighters and they shall be recalled by the plectron radio system or the computer paging system.

## **ARTICLE 28**

### **TAX SHELTERED ANNUITY**

**Section 1. Tax Sheltered Annuity.** The City of Central Falls will provide at least three (3) Deferred Compensation Plans for the Central Falls Fire Fighters, Local 1485.

These Deferred Compensation programs will be selected by the Central Falls Fire Fighters.

## **ARTICLE 29**

### **EMPLOYEES RETIREMENT**

#### **Section 1. Normal Retirement**

A. Effective August 1, 2011, employees of the Fire Department who were previously covered under the John Hancock Pension Plan and all new employees who become members of the Fire Department, will be provided pension benefits in accordance with the new Central Falls Pension Plan, and with the terms set forth herein.

B. An employee will be considered vested after five (5) years of service.

C. All employees may retire at his or her own option upon completion of twenty-five (25) years of credited service, regardless of age, and shall receive as a pension fifty percent (50%) of the employee's average regular salary including longevity and holiday pay for the highest consecutive five (5) years within the final ten (10) years of employment (the "Average

Salary"). An employee who chooses to remain on the department after twenty-five (25) years of credited service shall receive an additional one percent (1%) for each additional complete year of credited service up to a maximum of fifty-five (55%) of the Average Salary .

D. Provided, that any member who chooses to retire and collect a pension prior to age fifty-seven (57) shall have his or her pension reduced by the following early retirement factor (ERF):

<u>Age at Commencement</u>	<u>Reduction Multiplier</u>
30.00	0.1072
31.00	0.1159
32.00	0.1252
33.00	0.1354
34.00	0.1464
35.00	0.1584
36.00	0.1713
37.00	0.1854
38.00	0.2007
39.00	0.2174
40.00	0.2354
41.00	0.2551
42.00	0.2766
43.00	0.2999
44.00	0.3254
45.00	0.3532
46.00	0.3836
47.00	0.4169
48.00	0.4533
49.00	0.4932
50.00	0.5370
51.00	0.5852
52.00	0.6382
53.00	0.6967
54.00	0.7613
55.00	0.8327

56.00	0.9120
57.00	1.0000

E. Provided, further, any member who chooses to retire prior to age fifty-seven (57), but defers his receipt of pension benefits until age fifty-seven (57) or any other age prior thereto, shall only have his pension amount reduced by the early retirement factor applicable to the age upon which he begins to collect his pension benefits.

F. Upon signing of the agreement, existing members of the Fire Department shall begin making pension contributions in the amount of nine and one half percent (9.5%) of their salary (which includes base pay, holiday and longevity pay) on a pre-tax basis paid bi-weekly. All new employees who become members of the Fire Department shall make pension contributions of ten and one half percent (10.5%) of their salary on a pre-tax basis paid bi-weekly.

G. Benefits shall be paid to the spouse or dependent children upon the death of a retired fire fighter or fire fighter eligible to retire pursuant to R.I. Gen. Laws § 45-21.3-1 and §45-21.3-2, as the same may be amended.

## **Section 2. Disability Retirement**

### **A. Determination of Disability Status**

The determination of disability from any cause, whether service connected or non-service connected, shall be made upon the basis of reports on examinations made by three (3) physicians consisting of the treating physician, a physician selected by the City, and a third physician to be selected by the other two (2) physicians. A majority decision by the selected physicians must be

reached with regard to (a) determination of disability, and (b) whether the disability is total and permanent, or partial and permanent. The member shall be provided a written determination of the decision within sixty (60) days after the date that the City has received all three (3) physicians' reports.

For the purposes of this agreement, total and permanent disability shall be determined by the City using the same standard for determining disability status as utilized by Social Security . For the purposes of this Agreement, presumptive total and permanent disability shall include but not be limited to:

- \* Amputation of the leg at the hip
- \* Complete deafness
- \* Complete blindness
- \* Confinement to bed because of a long-standing condition
- \* Confinement to a wheelchair due to a long-standing condition
- \* Being in hospice care
- \* Spinal injuries which have resulted in an inability to walk

For the purposes of this Agreement, the term "partially permanently disabled" shall mean that the member who is disabled can no longer perform his or her duties as a firefighter based upon his or her employment with the City, but who has not been determined to be totally disabled from all gainful employment, based upon age, education, or impairment.

B. Service Connected Disability

(a) A member incurring disability resulting from an act of duty and determined to be totally and permanently disabled, shall be entitled to a service connected disability pension equal to sixty-six and two thirds percent (66 2/3 %) pay of the salary including longevity and holiday of

the rank held at the time of his disability for life. A member who is determined to be totally and permanently disabled under this provision shall not be subject to the recertification procedures or income offset procedures set forth in this Agreement.

(b) A member incurring a disability resulting from an act of duty and determined to be partially and permanently disabled, shall be entitled to a service connected disability pension that shall be fifty percent (50%) of the salary including longevity and holiday pay of the rank held at the time of his disability until he reaches full Social Security retirement age. Upon reaching his/her full Social Security retirement age, he/she shall be placed on a regular pension. The member shall then be entitled to receive the higher of either his normal retirement benefit at the time of being found disabled or a pension benefit in the amount of twenty-five (25) percent of the salary (including longevity and holiday pay) of the rank held at the time of his or her disability.

(c) A member who is determined to have a disability resulting from an act of duty, whether determined to be total or partially disabled, shall not have his pension benefit reduced by the early retirement fact as set forth in Section 1 of this Article.

C. Non-Service Connected Disability

(a) A member of the fire department who has been determined to be totally and permanently disabled, as defined in Article 29, Section 2, as a result of a non-service connected injury or disease shall be entitled to receive a pension of fifty percent (50%) of his or her highest salary including longevity and holiday pay of the rank held at the time of his disability.

(b) A member of the fire department who has been determined to be partially and permanently disabled shall be entitled to receive a pension of two percent (2%) of his or her highest salary at the time of disability per year of credited service with the fire department.

(c) A member of the fire department shall only be entitled to a non-service connected disability pension provided he or she has completed five (5) years of credited service with the fire department. If a member has not completed five (5) years of credited service with the fire department he will be terminated and any contributions made to the City pension plan shall be returned with interest.

(d) A member who applies for a non-service connected disability, whether said disability is determined to be total or partial, shall have his pension benefit reduced by the early retirement factor set forth in Section 1 of this Article if he or she elects to receive pension benefits prior to attaining age fifty seven (57).

D. Recertification of Disability

(a) A member of the fire department who has been determined to be partially disabled, whether service connected or non-service connected, shall be required to submit to an examination at least one (1) time per year for a period of not more than four (4) years from the date the member is placed on disability by a physician appointed by the City to establish that the member remains incapacitated for service as a fire fighter and is entitled to continue to receive a disability pension. In the event a physician specifically recommends re-examination on a more frequent basis, the City may conduct a second examination within the year, but in no event shall



it be more than two examinations per year. The member has the option to be evaluated by his treating physician, if he does not agree with the medical opinion of the City's physician. If the physician chosen by the City and the member's treating physician disagree, they shall both select a third physician whose decision shall be binding by both parties. The City shall cancel a disability pension upon evidence that the member is no longer disabled for such service in accordance with the above procedures. Neither party will engage in "doctor shopping."

(b) The disability pension presently being received by the member will be reduced to fifty percent (50%) of the prior disability benefit or the member may elect to revert his benefit to a normal retirement benefit, based upon a two percent (2%) accrual rate for each year of credited service prior to his disability, reduced by the early retirement factor set forth in Section 1 of this Article for each year the member elects to receive benefit prior to attaining age fifty-seven (57).

(c) If the member elects to no longer receive any form of pension benefit from the City, the member may elect to receive a refund of the excess, if any, of the contributions made by the member, including interest, over the amounts received by the member on the disability pension.

(d) Should a retiree refuse to submit to such medical examination, his or her pension may be suspended until his or her withdrawal of such refusal, and should his or her refusal continue for one (1) year, all rights in and to his or her pension may be suspended indefinitely by the City.

(e) Should a retired employee receive a disability pension again become an active employee for the City, his/her disability retirement pension shall cease and he/she shall immediately become a member of the retirement system as of the date of his/her reemployment. His/her creditable service at the time of his/her disability retirement shall be restored in full force and effect. Reentry into service shall be at the direction of the City.

E. Outside Income Offset

(a) Any member receiving a disability pension, whether service connected or non-service connected, shall be required to submit to the City at least once each a year a sworn written report of his/her earned income for the preceding twelve (12) months on a form supplied by the City, together with supporting data as may reasonably be required. Any adjustment in disability pension payments shall be based upon such statements of income.

(b) Earned income is defined as amounts received as compensation for services rendered. The member's pension amount for the following twelve (12) months after the filing of the report of earned income shall be reduced dollar for dollar by any amount the actual earned income when added to the disability pension benefit, exceeded the salary paid including holidays and longevity to a permanent member with the same rank and seniority on active duty at the time such reports are filed.

F. Cost of Living Adjustment

All retired members shall receive a two percent (2%) non-compounding cost of living increase to his/her pension. Cost of living adjustments shall be made effective July 1 following a member's retirement date and every July 1 thereafter.

G. Termination

If upon termination, the member has not accrued five (5) years of vesting service, then he/she will be entitled to a refund of his/her accumulated contributions, with interest. If upon termination, the participant has accrued five (5) or more years of vesting service he/she may elect either (i) to receive a refund of their accumulated contributions with interest, or (ii) to leave their accumulated contributions in the plan and receive a deferred annuity. If the deferred option is elected, the participant may elect to start the annuity at any age after 55. If the annuity commences prior to age 57, an early retirement reduction will apply. If a participant elects a refund of their accumulated deductions with interest, no other benefits are payable from the trust.

H. Copy of Plan/Actuary Study

The City agrees that a copy of the City of Central Falls Pension Plan, Plan Document, will be provided to each member and which will include information about the City's Actuarially Required Contribution ("ARC"). The City also agrees that each year it will provide all members covered under this Article an actuarial study report on the City Pension Plan.

**ARTICLE 30**

**STRIKE OR WORK SLOWDOWN**

No employee covered by this contract shall engage in, induce, or cause any strike, work stoppage, or slowdown. Additionally, the Union and its representatives shall not authorize, sanction, assist, encourage, or induce any strike, work stoppage, or slowdown.

**ARTICLE 31**

**TUITION REIMBURSEMENT**

Tuition costs shall be reimbursed to any member of the bargaining unit who attends a certified educational or training institution. Any member of the bargaining unit shall be allowed to take one (1) course per academic semester provided the course is job related or related to obtaining a degree and a "B" average is maintained. Books, registration fees, and tuition shall be reimbursed to the employee by the City upon completion of the course at a rate of 75% for a "C" and 100% for a "B" or better. Only the following college programs recognized by RIGL 42-28.4 shall qualify for reimbursement. They are as follows: Fire Science, Fire Safety, Public Administration (provided that the employee has 21 semester hours in fire science completed), Nursing, Electrical Engineer, Chemistry, Labor Relations and Emergency Medical Services. Members shall be reimbursed within 30 days of submitting proof of completion.

**ARTICLE 32**

**TEMPORARY DISABILITY INSURANCE**

All members shall be enrolled in the Rhode Island TDI program and be subject to the provisions of the TDI Act.

Whenever an employee shall be absent from his duties and receiving compensation pursuant to temporary disability insurance, the member shall have the option to discharge accrued sick, vacation, or personal leave.

**IN WITNESS WHEREOF**, the City of Central Falls has caused this instrument to be executed and its corporate seal to be affixed by its Chief Executive or his/her designee as to the day and year first above written and said Local Union 1485, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be signed by its President, and Chairmen of the Executive Board thereunto duly authorized as of the day and year above written. This Agreement shall end on June 30, 2016.

CITY OF CENTRAL FALLS

RHODE ISLAND

CENTRAL FALLS LOCAL NO. 1485

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, AFL-CIO

BY: Robert G. Handberg

BY: Paul E. Ar  
President

BY: \_\_\_\_\_

BY: Robert E. Bradley  
Negotiating Committee Member

DATED: 11/23/11

DATED: 11/23/11

WITNESS: [Signature]

WITNESS: Keith M. Sullivan

WS 2156-8